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കേരള സർക്കാർ
GOVERNMENT OF KERALA

കേരള ഗസറ്റ്
KERALA GAZETTE

ആധികാരികമായി പ്രസിദ്ധപ്പെടുത്തുന്നത്

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Part IV

Miscellaneous Notifications

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KERALA BOOKS AND PUBLICATIONS SOCIETY,
KAKKANAD, KOCHI – 682030

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No. P2-423/TB/2026-2027/4145 Dated:03.11.2025

e–tender notice
(e-tender notice for the Transportation of Textbooks)

e-tenders are invited through www.etenders.kerala.gov.in for the **Transportation and delivery of approximately 6.5 Crores (anticipated quantity which may vary) of Textbooks for the academic year 2026-2027 from KBPS godown at Kakkanad to 14 District Hub Centres/other offices directed by TBO/education department** within the State of Kerala.

The e-tenders shall be given for various capacity/ tonnage vehicle as detailed below:

a) Capacity up to 2 MT
b) Above 2 MTup to 5 MT
c) Above 5 MTup to 10 MT
d) Above 10 MT

Interested parties are requested to quote their rates (**RCM will not be applicable)** for the safe transportation and delivery of the text books as **per MT per Kilometer basis for Sl. No. 3 to 7 and minimum charge for Sl. No. 1 to 2,** as per the following slab of one side distance for each capacity vehicle**in BOQ only**. **Rates should be quoted exclusive of all taxes and levies in BOQ itself. Rates quoted elsewhere will not be considered.**

Sl. No.	Slab
1.	Up to 20 Km
2.	21 Km to 100 Km
3.	101 Km to 150 Km
4.	151 Km to 200 Km
5.	201 Km to 250 Km
6.	251 Km to 300 Km
7.	301 Km and above

For serial number 1 to 2(upto 20 km and 21km to 100 km) minimum charge for capacity up to 10 MT will be paid and rate per MT will be paid for capacity/tonnage exceeding 10 MT. Loading from KBPS will be arranged by us. Unloading charges at various delivery points have to be borne by the contractors and will be reimbursed on presentation of the actual bills duly signed by the concerned officials. The payment for transportation will be based on the actual weight of books transported.

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Terms and Conditions:

1) Submission of bids:

1.1) All tenders/bid shall be accepted only through online mode. (https:// etenders.kerala.gov.in) and no manual submission of the same shall be allowed.

1.2) EMD for ₹ 75800/- should be remitted through online, **else the tender/bidwill not be considered and will be summarily rejected.**The MSME benefits will be limited only to the MSMEs which are working within the state of Kerala (G.O (P) no. 10/2023/SPD dated 11.12.2023).

1.3) Re submission of offer is possible, before the last date as permitted in the site.

1.4) The offer should be valid up to the completion of the work (Academic year 2026-2027) from the date of opening of the tender.

1.5) The near relatives of employees of KBPS are not eligible to participate in the tenders. The relationship for the purpose will be as specified in the Annexure 21 of Stores Purchase Manual (extract given as Annexure A). In addition to this mother's sister's son/daughter shall also deemed to be a relative. **The scanned copy of the duly filled, signed and sealed declaration (Annexure B) in this regard must be submitted online, without which the tender will be considered as per relevant clauses of SPM.**

1.6)Tenders/bids received online should have scanned copy of the preliminary agreement executed in ₹ 200/- Kerala stamp paper which is duly filled, signed and sealed on all its pages, else it will be considered as per relevant clauses of SPM.

1.7)The scanned copy of PAN, GST certificate shall be submitted online, else the tender/bid will be considered as per relevant clauses of SPM.

1.8) The Society shall not be responsible for any delays, reasons whatsoever in receiving as well as submitting offers, including connectivity issues**.**

1.9) Tenderers/Bidders should submit a criminal record indicating that they have not been convicted of an offence concerning his professional conduct by a judgement of a competent court and does not have any criminal background.

1.10) Transporter should submit respective delivery challans properly certified by the authorized receiving authorities at the various district hub centres, provide receipt voucher of the headload workers(work cards) for the unloading of text books including the address and phone number of the unloading workers in the receipt vouchers while submitting the bills for payment in forwarding form. Payment will be effected if the bills are providedin forwarding form (**RCM will not be applicable**)with proper documents as per the requirement of KBPS.

1.11) Successful tenderer should transport the text books promptly,safely and within the time schedule to the full satisfaction of the society. Successful tenderer should pay liquidated damages for any loss/damage on the goods transported if the text books are not transported securely and will be penalized for the delay in supply of vehicles accordingly.

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2) Bid opening and evaluation:

2.1) The due date for the receipt of the tender is up to 1.30 PM on25.11.2025 Tenders will be opened at 2.00 PM on 29.11.2025.

2.2)In exigency, the contract may be awarded to one or more contractors as per the decision of the Society. Successful tenderer has to execute an agreement in ₹ 200/- non judicial Kerala stamp paper, applicable Declaration regarding income tax should be submitted in letter head and also to furnish Security Deposit @ 5% of the contract by DD/FDR in favour of Managing Director, Kerala Books and Publications Society.

2.3)Parties/Contractors who have defaulted in executing any work order/contract with the Society or whose contract/work order were terminated by the Society are not eligible to participate in this tender.

2.4)All the rights to accept or reject whole or part of the tender without assigning any reason thereof is reserved by the Society. The decision of the Society will be final and binding on the tenderer.

2.5)All rules and regulations of the tender/bid shall be in accordance with the Stores Purchase Manual of the Government of Kerala.

2.6) Parties/Contractors who are blacklisted/debared and restricted to participate in tender by any organization are not eligible to participate in this tender.

3) Corrupt or fraudulent practices:

3.1) It is required that the bidders observe the highest standard of ethics during the procurement and execution of the contracts.

3.2) The Society will reject a bid, and/ or award if it determines that the bidder recommended for award has engaged in any of the corrupt or practices in completing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

4) Time of completion:

Time is the essence of the contract. The transportation of text books should be started as per the time intimated by the concerned section via phone calls/e-mail/ letter and should be completed within the time limit specified by us, failing which will lead to penalty being deducted from Security deposit or forfeiture of entire security deposit and the contract will be terminated without notice. The time allowed for carrying out the work as entered in the tender should be strictly observed by the Contractor and shall be deemed to be of the essence of the Contract and shall be reckoned from the date of handing over of the Work order. In the event of the failure to comply with the overall and individual milestones contained in the time schedules, he shall be liable to pay liquidated damages as provided for in this contract.

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5) Liquidated Damages:

5.1) If the contractor fails to maintain the required progress according to the agreed time and progress chart or to complete the work by the contract's specified completion date or any extended date, the contractor shall, without prejudice to any other rights or remedies available to the Society under the law due to such breach, be required to pay compensation in the form of liquidated damages corresponding to the loss incurred by the society.The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other contract with the Society.

5.2) The Agreement Authority, if satisfied, that the work can be completed by the Contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion due to force majeure, inclement weather condition, delay on the part of Contractors or tradesmen engaged by the Society not forming part of the Contract, holding up further progress of work and any other causes, which at the sole discretion of the Society is beyond the control of the Contractor. In the event of extension granted being with liquidated damages, the Society will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the Contractor as agreed damages equivalent to corresponding to the loss incurred by the Society. The decision of the Society will be final and binding on the Contractor.

5.3) If the Contractor achieves balance milestones, even though he has failed to achieve initial milestones, and the work has been completed in the specified/original time of completion without causing any loss to the Society, the Society may release the already levied liquidated damages at the sole discretion of the Society.

5.4) The Agreement Authority, if not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the Contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to terminate the contract.

5.5) The Agreement Authority, if not satisfied with the progress of the contract and in the event of failure of the Contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

5.6) In the event of such termination of the contract as described in the clauses 5.4 and 5.5 or both, the Society shall be entitled to recover liquidated damages and forfeit the Performance Guarantee or Security deposit made by the Contractor besides getting the work completed by other means at the risk and cost of the Contractor.

5.7)The society may waive the payment of compensation in the case of contracts where milestones are fixed, depending upon merit of the case, on request received from the Contractor if the entire work is completed within the date as specified in the Contract or as validly extended without stipulating any penalty.

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6) Contractor's default:

If the Contractor shall neglect to execute the works with the diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him, or shall contravene the provisions of the Contract, the Agreement Authority may give notice in writing to the Contractor to make good the failure, neglect or contravention explained of. If the Contractor defaults in the due supply of the vehicles, the Society is at liberty to procure the same from elsewhere without cancelling the contract as a whole. If the Society incurs higher rate in procuring such vehicles than the agreed rate, such excess amount may be deducted by the Society from the contractor's bill or recovered from by other means. The Contractor agrees that he shall not be entitled to claim the excess, of any of the tendered rate over such cost of the Society.

7) Programme chart/milestones:

7.1) Successful tenderer should transport the text books promptly, safely and within the time schedule to the full satisfaction of the Society. Successful tenderer should pay liquated damages for any loss/damage on the goods transported if the text books are not transported securely and will be penalized for the delay in supply of vehicles accordingly.

7.2)The Contractor should strictly adhere to the agreed milestones, if any for the work. If the milestones are not achieved by the Contractor, the Contractor shall pay the Society liquidated damages as per clause5. However, release of interim Liquidated Damages can be considered in case the very next Milestone is achieved on time. Extension of time for any milestone if allowed has to be obtained in writing from the Agreement authority well in advance of completion dates.

8) Penalty/fine for non-compliance of safety codes &labour laws:

8.1) If non-compliance with safety codes as in Clause no.9 and the labour laws etc. is reported, the Contractor shall immediately make all reasonable effort to correct such non-compliance and to ensure that there is no reoccurrence of such non-compliance. The contractor shall be responsible to ensure the safty codes and labour laws in this regard. The Society shall not be responsible under any circumstances, for any statutory obligations in this regard.

8.2)The successful bidder shall be responsible for maintaining proper records and registers as required under various statutes and shall pay required contributions in respect of its employees, such as ESI, EPF etc. The Society shall not be responsible under any circumstances, for any statutory obligations in this regard.

8.3) The workers engaged by successful bidder shall strictly follow the security rules and policies of Society inside the premises.

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8.4) The Contractor to ensure that all mandatory compliances(for workers engaged by contractor) prescribed by labour department as per applicable acts to be complied by the contractor. Any charge/fine imposed on such aspects to be borne by the contractor.

8.5) The Contractor to ensure that all workers (engaged by contractor) are medically insured as prescribed by the acts applicable for the contractor. Any charge/fine imposed on those aspects to be borne by the contractor.

9) Labour regulations:

9.1)The Contractor shall be wholly and solely responsible for full compliance with the provisions under all labour laws and /or regulations such as Payment of Wages Act 1948. Employees Liability Act 1938, Workmen's Compensation Act-1923, Employees State Insurance Act-1948, Employees Provident Fund Act-1952, Industrial Disputes Act-1947, the Maternity Benefit Act 1961, the Contract Labour (Regulation and Abolition) Act-1970 and the Factories Act-1948 or any modifications thereof or any other law relating thereto and rules there under introduced from time to time. The Contractor shall assume liability and shall indemnify the Society from every expense, liability or payment by reason of the application of any labour law, act, rules or regulations existing or to be introduced at a future date during the term of the Contract. The Contractor shall provide workman compensation policy to their employees to cover personal injury or death. In general, in respect of all labour directly or indirectly employed in the Work for the performance of Contractor's part of the Contract, the Contractor shall comply with all the rules framed by the Government authorities concerned from time to time for protection of the health and welfare of the workers. The Contractor shall at his own cost obtain a valid license for himself and the Society under the Contract Labour (R & A) Act 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 and under any other applicable rules before the commencement of the Work and continue to have a valid licenses until the completion of the Work.

9.2) Payment of wages: The Contractor shall pay to labour employed by him either directly or through Sub-Contractors wages not less than fair wages as defined in the relevant Central/ Local Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour Regulation and Abolition of Central Rules 1971, wherever applicable. He shall also abide by the minimum wages and other regulations applicable to the labour engaged in the Work, as laid down by the concerned Central local authorities (State. District or other local Authorities). In case the contractor fails to pay fare wages as required by the authorities then the Society shall be entitled(not obliged) to do so and receives such as including associated cost incurred by them in doing so from the contractor.

9.3) Model Rules: The Contractor shall at his own expense comply with or cause to be complied with, Model Rules for labour welfare framed by Government or other local bodies from time to time for the protection of health and for making sanitary arrangements, Malaria control etc. for workers employed directly or indirectly on the Work and in the

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workers hutment area. In case the Contractor fails to make arrangements as aforesaid, the Society shall be entitled(not obliged) to do so and recover the cost thereof from the Contractor.

9.4) Safety Codes: In respect of all labour, directly or indirectly employed on the Work for the performance and execution of the Contractor's Work under the Contract, the Contractor shall at his own expense arrange for all the safety provisions as listed in

(a) Safety codes of Central Public Works Department and Bureau of Indian Standards, (b) The Electricity Act, (c) The Mines Act, and Regulations, (d) Regulations of employment & conditions of service Act 1996, Rules and Orders made there under and such other acts as applicable. Precautions as stated in the safety clauses are of minimum necessity and shall not preclude the Contractor taking additional safety precautions as may be warranted for the particular type of work or situations. Also mere observance of these precautions shall not absolve the Contractor of his liability in case of loss or damage to property or injury to any person including but not limited to the Contractor's labour, the Society's Consultants, Society's Representatives and supervisior-in-Charge's representatives or any member of the public or resulting in the death of any of these.

9.5) In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Society shall be entitled (but not obliged) to do so and recover the costs thereof from the Contractor. The decision of the Society in this regard shall be final and binding on the Contractor.

10) Taxes, Permits and Licenses

The Contractor shall be liable and pay all taxes, duties, levies, royalties etc lawfully assessed Against the Contractor in pursuance of the Contract. In addition the Contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the Contractor for his personal income and property. The Contractor shall directly obtain all licenses and permits for the materials under Government control, and those required by the Contractor for the execution of the work.

11) Liability for accidents and damages

Under the contract, the Contractor shall be responsible for any loss or damage to the works under this contract until the works are completed and taken over in accordance with the contract.

12) Termination, suspension, cancellation & foreclosure of contract

12.1) The Agreement Authority shall in addition to other remedial steps to be taken as provided in the condition of contract, be entitled to cancel the contract in full or in part, if the contractor

a) makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Society, then on the expiry of the period as specified in the notice, or

b) commits default or breach in complying with any of the terms and conditions of the Contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the society or

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c) fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the Agreement Authority.

d) shall offer or give or agree any person in the service of the Society or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract of the Society.

e) shall try to obtain a contract from the Society by way of ring tendering or other bonafide method of competitive tendering, or

f) transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Agreement Authority. The Agreement Authority may by giving a written notice, cancel such transfers or sublets or assignment.

13) Insurance

The Contractor should ensure necessary insurance coverage for vehicles/accompanying work men/materials transported/compensation to cover personal injury or death.

Sd/-
Managing Director

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